

**REQUEST FOR SERVICES
(RFS)**

for

TRANSPORTATION

Issued by:

Board of Mahoning County Commissioners

on behalf of

Mahoning County Department of Job and Family Services

**MCDJFS
345 Oak Hill Ave.
Youngstown, OH 44502**

(September 2007)

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Request For Services for Transportation

MCDJFS Mission Statement

We make a difference in Mahoning County by helping individuals and families achieve stability.

1.0 General Overview

1.1 Introduction & Purpose of the Request for RFS Responses

The Mahoning County Department of Job and Family Services (MCDJFS) is seeking RFS Responses for the purchase of transportation services aimed at providing a seamless delivery of assistance to individuals who are eligible under the these MCDJFS Programs: Prevention, Retention and Contingency (PRC), Ohio Works First (OWF) and Non-Emergent Transportation (NET). MCDJFS reserves the right to award multiple contracts for any service outlined in this RFS.

1.2 Project Schedule

ACTION ITEM	DELIVERY DATE
Deadline for RFS Responses	September 24, 2007
Approximate project Start-up for RFS Responses	November 1, 2007
Note: RFS Responses will continue to be accepted after September 24, 2007 for future consideration of a Contract	RFS Responses will be reviewed as they are submitted to MCDJFS

MCDJFS will not be liable for any costs incurred prior to entering into a contract with the Potential Contractor.

1.3 MCDJFS Contact Person

The RFS, the evaluation of responses and the award of any resultant contract shall be made in conformance with current Mahoning County procurement procedures.

The **MCDJFS Contact Person** and mailing address to address questions about the process, technical issues or the Scope of Service shall be:

Lori A. Murphy
Performance Management Administrator
MCDJFS
345 Oak Hill Avenue
P.O. Box 600
Youngstown, Ohio 44501-0600
Phone: 330.884.6933
Fax: 330.740.2523
E-mail: murphl01@odjfs.state.oh.us

All questions from prospective bidders **must be submitted in writing via e-mail or fax** and will be answered, via email or fax by MCDJFS with both the question and the answer disseminated to all who have inquired about the RFS. ***MCDJFS staff is prohibited from conducting conversations with individual bidders regarding the RFS between the RFS release date and the proposal submission deadline date***

1.4 Potential Contractor Disclosures

Potential Contractor must disclose any pending or threatened court actions and/or claims against the Potential Contractor, parent company or subsidiaries. This information will not necessarily be cause for rejection of the RFS Response, however, withholding the information may be cause to reject the RFS Response.

1.5 Availability of Funds

This RFS is conditioned upon the availability of federal, state and/or local funds, which are appropriated or allocated for payment of the proposed services. If during any stage of this RFS process, funds are not allocated and available for the proposed services, the RFS process will be canceled. MCDJFS will notify the Potential Contractor at the earliest possible time if this occurs. MCDJFS is under no obligation to compensate Potential Contractor for any expenses incurred as a result of the RFS process. If additional funding becomes available during the term of the contract, MCDJFS, at its discretion, reserves the right to amend Potential Contractor's contract to increase the contract value.

1.6 Conflict of Interest

No Potential Contractor will promise or give to any MCDJFS employee anything of value that could influence that employee in their decision making on awarding contracts. No vendor will try to influence an employee of MCDJFS to violate any procurement policies of MCDJFS, the Ohio Revised Code or Federal Procurement Regulations.

2.0 Submission of RFS Response

2.1 Preparation of Response

RFS Responses must provide a straightforward, concise delineation of qualifications, capabilities and experience to satisfy the requirements of the RFS. Expensive binding, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be concentrated on conformance to the RFS instructions, responsiveness to the RFS requirements, completeness and clarity of content. The RFS Response must include all costs that relate to the submissions.

All RFS Responses submitted shall become the property of MCDJFS. All RFS Responses and associated documents will be considered public information and will be open for inspection to interested parties unless identified as proprietary. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld if clearly identified as such in the RFS Response. Each page containing such material must specify “**PROPRIETARY**” in the upper right corner. MCDJFS will make the final determination as to whether the Potential Contractor has adequately demonstrated the information is proprietary.

2.2 RFS Response Cost

The cost of developing the RFS Response is the responsibility of the Potential Contractor and shall not be chargeable to MCDJFS under any circumstances. The Potential Contractor must certify that the RFS Response and its pricing will remain in effect for a minimum of one hundred twenty (120) days after the RFS Response submission date. All materials submitted in response to the RFS will become the property of MCDJFS and will be returned at the option of MCDJFS, at the Potential Contractor’s expense.

2.3 False or Misleading Statements

RFS Responses which contain false or misleading statements, or which provide references which do not support an attribute or condition contended by the Potential Contractor, may be rejected. If, in the opinion of MCDJFS, such information was intended to mislead MCDJFS in its evaluation of the RFS Response and the attribute, condition or capability is a requirement of the RFS, the RFS Response will be rejected.

2.4 Potential Contractor Representative(s) Signature

The RFS Response shall be signed by an individual who is authorized to contractually bind the Potential Contractor. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which

sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by MCDJFS. Any and all unsigned RFS Responses will be rejected.

In submitting an RFS Response, the Potential Contractor affirms all statements contained in the RFS Response are true and accurate.

2.5 Delivery of RFS Response

Potential Contractors must deliver or mail one (1) signed original RFS Response and one (1) duplicate of the entire RFS Response to the **Mahoning County Department of Job and Family Services, Lori A. Murphy, 345 Oak Hill Avenue, P.O. Box 600, Youngstown, Ohio, 44501-0600**. No telegraphic, facsimile, or telephone RFS Responses will be accepted. If mailed, the Potential Contractor should use certified or registered mail, UPS or Federal Express with return receipt requested.

It is absolutely essential that Potential Contractors carefully review all elements in their final RFS Response. Once opened, the RFS Response cannot be altered, however, MCDJFS reserves the right to request additional information (or respond to inquiries for clarification purposes only).

2.6 Acceptance & Rejection of RFS Response

MCDJFS reserves the right to:

- Award a contract received on the basis of individual items or on the entire list of items.
- Reject any or all RFS Responses, or any part thereof.
- Waive any informality in the RFS Responses.

The waiver of an immaterial defect shall in no way modify the RFS documents or excuse the Potential Contractor from full compliance with its specifications if the Potential Contractor is awarded the contract. MCDJFS reserves the right, at its discretion, to contract with any service provider for projects not included in this RFS. The issuance of this RFS does not commit MCDJFS to award a contract.

2.7 Award of Contract

RFS Response Review

RFS Responses which adhere to the minimum requirements will be deemed "Qualified". Those which do not will be deemed "Non-Qualified". "Non-Qualified"

RFS Responses will be placed in the inactive file. Partial submissions of RFS Responses will be determined to be non-responsive and will be "Non-Qualified".

As long as the RFS Response meets the requirements set forth in Section 4.2 and the Potential Contractor can provide the service for the cost delineated in Section 3.2, MCDJFS will move forward in the contracting process. RFS Responses must document how the Potential Contractor will meet the requirements set forth in Section 4.2.

All qualified RFS Responses will be reviewed, evaluated and rated by MCDJFS staff. At any time during the review and at any level of the review, MCDJFS may request additional information from the Potential Contractor. Such information requests by MCDJFS and Potential Contractor responses must always be in writing. Information may be requested from sources other than the written RFS Response to evaluate the Potential Contractor.

3.0 Terms and Conditions

If a contract ensues, the contents of the RFS Response and the commitments set forth in the selected RFS Response shall be considered contractual obligations. Failure to accept these obligations may result in cancellation of the award.

3.1 Type of Contract

The evaluation of RFS Responses submitted in response to this RFS may result in the issuance of a contract. The contract shall incorporate the terms, conditions and requirements of the RFS, the Potential Contractor's RFS Response and all other agreements that may be reached.

The desired contract structure is one under which the Potential Contractor designs, develops, implements, trains, etc. and is solely responsible for the execution of the project/program and contract requirements.

If the Potential Contractor proposes a different type of approach, the Potential Contractor must describe the contractual protection offered to ensure successful implementation of the services to be provided. If Potential Contractor proposes a multi-provider or sub-contractor approach, the Potential Contractor must clearly describe the responsibilities of each party and the performance assurances it will offer. The successful Potential Contractor proposal, this RFS and other applicable addenda will become part of the final contract. If the Potential Contractor is using subcontractors, the Potential Contractor must include a copy of the signed agreement between the Potential Contractor and subcontractor for inclusion in the contract that is finalized under this RFS.

3.2 Contract Period, Invoicing & Cost of Proposed Services

A contract will be written with an effective date of **November 1, 2007 or as soon as practical thereafter** and ending no later than **June 30, 2008** inclusive,

terminated or extended by formal agreement. In no case may the Contract period exceed two (2) years and in all cases, the Contract must coincide with the State biennium.

MCDJFS contracts are based upon reimbursement for services provided. Contract reimbursement is based on reimbursement on a unit cost upon approval of deliverables by MCDJFS. Potential Contractor can claim payment only for services in an amount determined by the rate set forth in Section 3.2. Potential Contractors will submit invoices for actual services provided. Invoices are to be submitted monthly and must be submitted by the fifth (5th) business day following the month preceding. Failure to submit invoices in a timely fashion shall result in the following prorated schedule: after ten (10) business days – ninety percent (90%) of invoice amount; after twenty (20) business days – eighty percent (80%) of invoice amount; after thirty (30) business days – seventy-five percent (75%) of invoice amount; after forty (40) business days – fifty percent (50%) of invoice amount; and after fifty (50) business days the agreement will terminate as provided for herein. The Potential Contractor will only be paid for services authorized by MCDJFS. Reimbursement will be made within forty-five (45) days of receipt of invoices and any required documentation by MCDJFS.

1. Payment for the unit of service will be based on the established rate not to exceed **\$25.00/one-way trip** and a rate of **\$5.00/no-show/day/client**. For medical clients only, a rate not to exceed **\$75.00/out-of-town/one-way** and a rate of **\$150.00/out-of-town/round-trip**. Out-of-town trip is defined as any location outside the Tri-County area, i.e. Mahoning, Columbiana and Trumbull.
2. The Potential Contractor will be expected to submit written reports upon request and as defined in the contract. Reimbursement by MCDJFS is made within forty-five (45) days of receipt of invoices and any required documentation.

3.3 Potential Contractor Certification Process

For the selected Potential Contractor(s), the Potential Contractor Certification process will be completed prior to contract signing. The purpose of the process is to provide some assurance to MCDJFS that the Potential Contractor has the administrative capacity to effectively and efficiently manage the contract. The process covers three (3) key areas: Section A - basic identifying information; Section B - financial and administrative information; and Section C - quality assurance information.

3.4 Confidentiality and Security

Any Potential Contractor or contractor engaging in any service for MCDJFS requiring them to come into contact with confidential MCDJFS information will be required to hold confidential such data made available to them.

3.5 Delinquent Property Tax Statement

Prior to the contract signing, the selected Potential Contractor shall submit a statement affirmed under oath that at the time the bid was submitted, the Potential Contractor was not charged with any delinquent personal property taxes or real estate tax on the general tax list of personal or real estate property for Mahoning County, Ohio or that the Potential Contractor was charged with delinquent personal property taxes or real estate taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon.

If the statement indicates any delinquent taxes, a copy of the statement will be transmitted to the County Treasurer within thirty (30) days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to the contract, unless the statement has been incorporated and payment has been made, or payment plan arrangements have been finalized with the County.

4.0 Requirements and Specifications

4.1 Project Overview(s)

MCDJFS is committed to the successful implementation of Ohio Works First (OWF) and the Federal Temporary Assistance to Needy Families (TANF) Goals which are as follows:

1. To provide assistance to needy families so that children may be cared for in their own home or in the homes of relatives;
2. To end the dependence of needy families on government benefits by promoting job preparation, work and marriage;
3. To prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numeric goals for preventing and reducing the incidence of these pregnancies; and
4. To encourage the formation and maintenance of two-parent families.

MCDJFS is also committed to the Non-Emergent Transportation (NET) Program which offers reasonable and affordable transportation services to those who qualify under the Medicaid program to maintain health and prevent illness due to neglect. The goal of this program is to utilize the most cost-effective mode(s) of transportation to address the consumer's medical condition and timeliness concerns.

Through local flexibility and planning, MCDJFS desires to meet the needs of our participants through the Prevention, Retention and Contingency (PRC), Ohio Works First (OWF) and Non-Emergent Transportation (NET) Programs.

Individuals eligible for services must meet the eligibility guidelines of the Mahoning County PRC Program. Persons determined by MCDJFS to meet the eligibility guidelines will be provided transportation services as set forth in Section 4.2.

4.2 Scope of Service – Transportation

In the delivery of these services, it is expected that the Potential Contractor will operate a program which accomplishes all of the following:

1. Provide a demand responsive transportation system.
 - a. The program will operate Twenty-Four (24) Hours, Seven (7) Days a Week, including federal holidays.
 - b. At least ninety percent (90%) of all customers will reach destinations within the prescribed time standard.
2. Ensure staff sufficient to perform the services, including the provision of:
 - a. Properly servicing MCDJFS dispatching requests.
 - b. Drivers, either hired or retained through other agreements.
 - c. Administrative staff sufficient to provide agreed upon reports, to develop and implement needed policies and procedures and to perform monthly invoicing and accounting functions.
 - d. An “ombudsman” function to ensure good customer service and quick resolution of complaints.
3. Provide primary vehicles to meet demand, including provision of:
 - a. Suitable back-up vehicles during such times that the primary vehicles are not in service.
 - b. Late model vehicles that are in good mechanical order on the date the contract becomes effective.
 - c. Vehicle maintenance in accordance with a regular inspection and maintenance program.
 - d. The capability for continuous two-way communication with all vehicles.
4. Assume all other operational costs, including the provision of all other equipment and facilities necessary to support the program.

5.0 RFS Response Format

To expedite and simplify the process for evaluating RFS Responses and to assure each RFS Response receives the same orderly review, it is required that all RFS Responses be submitted in the format as described in this section. RFS Responses must contain all the elements of information specified, **without exception.** RFS Response sections must be numbered corresponding with the following format:

Section 1 - Cover Sheet

Section 2 - Executive Summary

Section 3 - Scope of Service

Section 4 - Potential Contractor References

Section 5 - Personnel Qualifications

5.1 Section 1 Cover Sheet

Each RFS Response must be signed by an authorized representative of the Potential Contractor and must also include the names of individuals authorized to negotiate with MCDJFS. The signature line must indicate the title or position the individual holds in the company. Any and all unsigned RFS Responses will be rejected.

5.2 Section 2 Executive Summary

Provide the following information relative to your agency or company.

A. Location of Agency/Company

Provide the address for the Potential Contractor's headquarters or name of the Potential Contractor's local office in the Tri-County area. Include a contact name, address, email address and phone number.

B. Potential Contractor's Primary Business

State the Potential Contractor's primary line of business, the date established, the number of years of relevant experience and the number of employees.

C. Potential Contractor's Ownership

Describe how the Potential Contractor is owned (include the form of business entity, i.e. corporation, partnership or sole proprietorship) and how financed.

D. Potential Contractor History

Provide a brief history of Potential Contractor's organization. The Potential Contractor's previous experience in operating a demand response

transportation system should be demonstrated. Provide a brief description of the Potential Contractor's knowledge of population to be served as well as the PRC, TANF, OWF and NET programs.

E. Attachments - Include the following:

1. A Table of Organization that clearly distinguishes programs, channels of communication and the relationship of the proposed purchase of service to the total company. Attach to the original RFS Response and the copy.
2. Articles of Incorporation. Copy needed for original RFS Response only. Include a copy of the Potential Contractor's Articles of Incorporation (filed with the Secretary of State's Office) or statement of Potential Contractor's status (i.e. local political subdivision).
3. A current certificate of insurance. If selected for a contract, the following insurance coverage is required:
 - a) Workers' Compensation Insurance,
 - b) Automobile insurance must be included with the amount of one million dollars (\$1,000,000) per claim, and amount of three million dollars (\$3,000,000) in the aggregate or the equivalent,
 - c) Policy of commercial general liability insurance with an insurance company licensed in the State of Ohio. The commercial general liability policy shall have limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) for all occurrences, and
 - d) All policies shall name MCDJFS and the Mahoning County Board of Commissioners as Additional Insured.

Current workers' compensation and insurance certificates must be attached to the original RFS Response and the copy .

F. Subcontracts

Describe what subcontracts, if any, are planned and what the subcontractor's expertise is regarding the service. All subcontractors must be approved in advance by MCDJFS and will be held to the same contract standards as the Potential Contractor. Submit a letter of intent from each subcontractor indicating the commitment, the service(s) to be provided and three (3) references.

5.3 Section 3 Scope of Service

Provide a detailed description of the Scope of Services to be provided. Include a statement describing how Potential Contractor resources and experiences will support the services to be provided. The Potential Contractor should also clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFS.

5.4 Section 4 Potential Contractor References

The Potential Contractor must list at least two (2) references from other contracted providers for which services were provided similar in nature and functionality to those requested by MCDJFS. Each reference (not to be submitted from individuals) must be accompanied by:

- Company name
- Address
- Phone number & fax number
- Contact person
- Nature of relationship and services performed
- Time period of contract

If references cannot be provided, please explain why.

5.5 Section 5 Personnel Qualifications

For key personnel who will be working and/or driving for the Potential Contractor, please submit the following:

- Name
- Proposed role
- Industry certification(s)
- Work history with company
- Copy of valid drivers license

Appendix I

Assurances

As part of the RFS Response, the Potential Contractor must provide assurance that:

1. It is prepared to accommodate infants, children and adolescents, and shall furnish proper safety restraints and specific training to drivers/operators.
2. At a minimum, each driver/operator will be trained in passenger assistance, CPR, defensive driving, first-aid, and blood borne pathogens. Credentials for such training will be kept current, where applicable.
3. Rules will be in place to prohibit passengers from smoking, eating and drinking, use of profanity, and threatening or coercing other passengers or drivers.
4. It will ensure that adequate personnel are on-duty to ensure prompt response to the customers' needs.
5. All driver/operators will be expected to adhere to a specific dress code that exhibits a commitment to professionalism; and will, at all time, display a photo identification.
6. All driver/operators shall have Criminal Background Reports, Bureau of Motor Vehicle Reports, and Alcohol Drug Screens not less than once per year or upon request from MCDJFS.
7. Unless otherwise agreed, all fleet vehicles within the program shall be late model vehicles at contract origin. These vehicles are understood to be in good mechanical order and shall be free of rust, dents, or any other deficiencies.
8. All vehicles within the operating fleet shall be routinely washed. Interiors of the vehicles shall be vacuumed, disinfected, and windows cleaned on a routine basis.
9. Daily safety inspections should be performed on each operating vehicle. Any vehicle that is deemed substandard with regards to safety should be placed out-of-service until the deficiency or deficiencies are corrected

It is recommended that there be an all-inclusive periodic maintenance program.

Appendix II

AFFIDAVIT

(Sec. 5719.042 ORC)

State of Ohio

County of Mahoning

To: Auditor of Mahoning County, OH:

_____ being first duly sworn, deposes and says as follows:

1. Affiant is _____ of _____, the business entity that has submitted to the Board of Mahoning County Commissioners a bid to provide Transportation Services.
2. That, at the time that the aforesaid bid was submitted, that date being _____, the said business entity was not charged with any delinquent personal property taxes on the general tax list of personal property of the County of Mahoning, State of Ohio.

And further Affiant sayeth not.

Signature of Affiant

Date

Name of Business

Business Address

Sworn to before me and subscribed in my presence this _____ day of September, 2007.

Signature of Notary Public

A Notary Public in and for said County and State.

My Commission expires _____.

[S E A L]

[Contractor to submit statement as to delinquent taxes; incorporation]

Section 5719.042

Ohio Revised Code

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Effective Date: 09-21-1982